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May 24, 2017

VIA ECF FILING

Honorable Sandra J. Feuerstein
United States District Court
Eastern District of New York
100 Federal Plaza
Central Islip, New York 11722

Re: Moran v. Paul Como Swimming Pools, Inc. d/b/a Pool Doctor et al.
Case No.: 15-cv-00043

Honorable Madam:

Please be advised our firm represents the Defendants in connection with the above-referenced matter. This letter is sent in response to Plaintiff's letter requesting a conference before Your Honor.

Our clients have been diligently attempting to secure the settlement funds from various lenders since October, 2016, which is prior to the full negotiation and execution of the settlement agreement. They were rejected by three different lenders over the course of three months. Upon the third rejection, our clients entered into a contract of sale of a commercial building owned by defendant Paul Como Swimming Pools, Inc. in order to obtain the settlement funds. Our firm is not representing Defendants in the sale. The Purchaser of the commercial property is in the process of obtaining a commercial loan from J. P. Morgan Chase Bank and expects to have final clearance of same within a few weeks. Our client has worked exhaustively with the Purchaser to expedite the processing of the loan. However, inasmuch as same is a commercial loan, the underwriting process has been complicated and has resulted in the delay of the closing, which in turn resulted in the delay of payment to the Plaintiffs. These delays are not occasioned by any conduct on the part of our client. We have at all times updated Plaintiffs' counsel with any information our clients received with regard to the status of the loan.

In order to minimize the damage to the Plaintiffs by reason of the non-payment, Defendants have agreed that 9% interest per annum shall accrue from March 1, 2017 until paid. As such, the Plaintiffs are not prejudiced in any way by the delay in

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payment.

At this time, a conditional commitment has been issued by the bank with a few relatively minor conditions. The necessary appraisal of the property has been completed and is acceptable to the bank. This was previously communicated to Plaintiffs' counsel. Our client continues to request updates from the Purchaser and will communicate same to us in a timely manner. We would request that the Plaintiffs continue to be patient with our clients. We expect the loan to close shortly, at which time the Plaintiffs will receive the full settlement amount plus interest.

Thank you for your consideration herein.

Very truly yours,

A handwritten signature in black ink, appearing to read "Brooke Anthony", with a stylized flourish at the end.

BROOKE ANTHONY

cc: Neil Frank & Associates, P.C.
-via ECF